

Al Plan Review Software Solicitation Number: 2025-059

Prepared for NCTCOG

July 9, 2025

Address

5959 Waterford District Drive, Ste 200 Miami, FL 33126

www.codecomply.ai

CodeComply.Ai

Patrick Hughes, President (917) 270-4710 phughes@codecomply.ai



Table of Contents

Certificate of Offeror & Statement of Understanding	01
References	02
Project-Related Experience & Qualifications	03
Technical Proposal	09
Addenda & Exhibits	20



Certificate of Offeror

Please refer to the Addenda & Exhibits section at the rear of this proposal for our Addenda Acknowledgment.

Statement of Understanding

It is CodeComply's understanding that NCTCOG is seeking proposals and descriptions of product for an Al-based building and plan review software. We understand that the product should address or support the following goals and challenges:

Goals

- Streamline the Plan Review Process
- Improve the predictability of the Permitting Process
- Integrate and coordinate with other software solutions
- Provide reliable software solutions.
- Ensure long-term improvement, maintenance and support

Challenges

- Learn, interpret and apply current and historic resources and regulations
- Improve current plan review times
- Review and markup plans for multiple disciplines simultaneously
- Provide seamless integration with existing software systems
- Provide scalability and flexibility for future growth
- Provide a user-friendly and intuitive interface
- Be cost effective and sustainable
- Provide real-time data and reporting



References



- City of PensacolaRobbie Weekley
- rweekley@cityofpensacola.com
- (850)-435-1650



- City of Tallahassee
 Glenn Dodson
- glenn.dodson@talgov.com
- **(** (850)-891-7019



- Nassau County
 Derrick Lindsay
- dlindsay@nassaucountyfl.com
- (904)-456-7343



- City of BostonGideon Emmanual
- gideon.emmanuel@boston.gov
- **(**617)-635-4783



Company Profile and Experience

Founded in 2021, CodeComply.Ai is the brainchild of five industry leaders looking to solve for one of the largest bottlenecks in the development process We are leading innovators in Alpowered plan review, designed to streamline compliance processes for municipalities and design professionals.

With a deep understanding of building codes, permitting workflows, and AI automation, CodeComply.Ai has developed a cutting-edge platform that reduces approval times, enhances accuracy, and fosters collaboration throughout the permitting process. Our team is stacked with real-world permitting experience including the following:



Michael Sheehan, CodeComply.Ai Co-Founder and Former Owner of SLS Consulting, a leading national code consultant.



Patrick Murphy, CodeComply.Ai Co-Founder, Togal.Al Founder, and Chief Investment Officer at Coastal Construction. Togal is a leading Al construction takeoff solution. Coastal Construction is one of the largest general contractors in Florida.



Robert Solomon, P.E., Chief Knowledge Officer at CodeComply.Ai, Chief Development Officer at SLS Consulting, and former NFPA Director.



Siobhan Rivera, Customer Success Manager at CodeComply.Ai and former Commercial Plans Examiner for City of Austin.



Matthew Foley, P.E., CodeComply.Al Co-Founder, Former Associate Principal at SLS Consulting and Professional Engineer





Goal: Streamline the Plan Review Process

CodeComply.Ai saves time by reducing the amount of busywork through automation of tedious checks, identifying changes across document versions in just three clicks, and supporting a multitude of ways that teams collaborate allowing for concurrent or expedited reviews across various departments. Al- Guided Plan Review walks both submitters and reviewers through a step-by-step process tailored to code requirements and project type—helping submitters catch common issues early and reducing avoidable resubmissions. For reviewers, it accelerates the review process and automatically generates a detailed, documented record of what was evaluated and the outcomes. We are more than a markup tool. Our reporting tools help reviewers and intake staff to clearly identify deficiencies or missing information, allowing applicants more transparency and a better understanding of what issues exist in their projects, and because CodeComply shows how they failed, we reduce the arduous back-and-forth between review cycles that eats up time for everyone involved.







Goal: Improve the Predictability of the Permitting Process

CodeComply.Ai increases predictability and public trust by leveraging Al technology to test for a variety of code requirements across the ICC, NFPA, ADA and FHA suite of regulations. The logic and interpretation of the code is consistent every time, while still allowing reviewers to override results based on local jurisdictional requirements and their more nuanced understanding of the project. Users have the ability to build Comment Libraries, enhancing their ability to provide consistent messaging. Additionally, features like IssueHub not only allow all reviewers to see all comments being made, but also allows them to work through the issues together to provide a consistent message across reviews.



Goal: Integrate and Coordinate with Other Software Solutions

CodeComply.Ai believes that in order to provide the most streamlined and assistive approach, we must be able to integrate with other platforms. Our platform has an open API, making it easy to connect to many different platforms and allows cities to decide what they need of each of our features and functionalities based on how they work today. We are successfully integrated with SmartGov and working with groups like OpenGov and Salesforce to integrate with them as well. CodeComply.ai's GIS integration allows users to overlay project data with geographic information—such as zoning, flood zones, and parcel boundaries—directly within the platform. This enables faster site context checks, improves accuracy in code assessments, and supports more informed decision-making during plan review. CodeComply.Ai can always be used as a stand-alone platform while an integration is being set up, and cities also have the option to only use certain features and functionalities while using other platforms to perform their reviews.



04

Goal: Provide Reliable Software Solutions

CodeComply.Ai holds reliability in high regard. We know how important it is for our clients to be able to get in and get to work each and every day. For this reason, we operate in Agile Development. This allows us to quickly and consistently enhance and expand features and functionalities and correct any issues identified. All updates are performed outside normal business hours so that clients can feel confident that they have a reliable platform each and every day. Internally, we have several measured instituted that monitor reliability and stability, ensuring things are working smoothly.

05

Goal: Ensure Long-Term Improvement, Maintenance & Supoort

In addition to our above mentioned efforts, we also ensure our clients have quick and consistent access to support should they have questions or encounter performance issues. We provide phased onboarding to ensure users learn each feature without feeling overwhelmed. We offer weekly "office hours" where users can come and go as they need to get answers to questions. We also provide full time support via our Customer Success team during regular business hours. The Customer Success team provides one-on-one support, and reports all performance issues to our Development team for analysis and repair immediately.



O1 Challenge: Learn, Interpret, and Apply Current & Historical Resources & Regulations

Our team keeps a close eye on building codes and updates our offering in line with new publications. Our AI models are trained in a separate environment on thousands of plans to ensure it is interpreting the code correctly.

(02) Challenge: Improve Current Plan Review Times

CodeComply.Al provides significant time savings for plans examiners by automating a host of compliance assessments, analyzing projects for completeness, and managing and identifying changes across permit cycles. These supportive tools result in a significant times savings for reviewers, allowing them to focus on more challenging aspects of a review.

A 5-story, 150 unit multifamily structure used to take me 2 days to complete the life safety portion of my review. **I can** complete that in half a day now.

(03) Challenge: Review & Markup Plans for Multiple Disciplines Simultaneously

Our platform allows for as many reviews as needed to be performed simultaneously via our collaborative features and smart commenting tools. Examiners are free to focus on their reviews and meeting their goals without getting in each other's way.

(04) Challenge: Seamless Integration with Existing Software Systems

Our open API makes integration with new or existing software systems a breeze. Our Product and Technical teams ensure integration gets full attention to ensure that every client gets the support and experience they require and deserve.



(05) Challenge: Scalability and Flexibility for Future Growth

At CodeComply, we don't believe a software platform should ever stop being refined. Our agile development method ensure we keep pace with client needs and expectations. Our platform does not limit how many users an organization can have, or how many projects a city may need to review. We don't limit file size either because we know that big projects need big sets of data. We also support different kinds of users through Full and Comment-only Licenses, ensuring high flexibility while being cost-effective.

(06) Challenge: User Experience and Accessibility

Our Product Development team has years of experience building user interfaces and experiences that are simple, intuitive and easy to learn. We test our product in house with our experts to see how real users would navigate and refine when something isn't quite right. Many of our features require three clicks or less to use.

(07) Challenge: Cost Efficiency and Sustainability

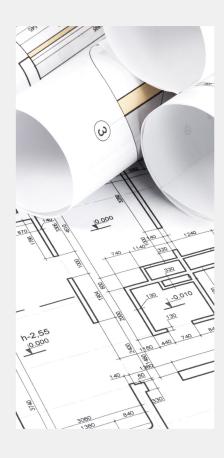
We work hard to ensure our pricing structure is straightforward and fair, and have listened to feedback from current users around the need to try the program out without fully committing. We acknowledge that budget constraints are a real challenge, and thus offer 3 and 6 month trial programs with full customer training and support. We also offer tiered discounting to make access for cities big and small a reality.

(08) Challenge: Real-Time Data and Reporting

CodeComply.Ai provides real-time project dashboards and customizable reporting to give teams instant visibility into project status, issues, and compliance progress. Users can tailor reports, apply filters, and export data at any time for deeper analysis or integration with other systems. We pull data from projects to help ensure shot-clocks and turn around times are met, and help identify common issues found across projects.



Platform Overview - High Level Information



- Is a cloud-based system that analyzes PDF construction plans for code compliance
- Code compliance is analyzed against a host of tests including IBC, IRC, IMC, IPC, NFPA 101, ADA, FHA, and all 50 State Amended Building Codes. It can be tailored to support local amendments, zoning overlays, and energy or resiliency standards.
- Supports public-facing pre-check tools and Initial readiness assessments.
- Is uniquely trained on thousands or real-world plans and backed by multiple patents
- Acts as a co-pilot to Reviewers via dashboards, issue tracking, version comparison, and smart checklists – giving complete visibility and control throughout the review process.
- Has a fully open, well-documented API, making any integrations easy
- Can support a wide range of customizations based on the needs of each community
- Built with direct input from AHJs. We understand municipal workflows and regulatory complexity.



Platform Overview - Al & Machine Learning

CodeComply.Ai continuously evolves with advancements in large language models (LLMs) and machine learning. Our patented core models are trained on thousands of real-world building plans and enriched with municipal code data, enabling high-accuracy automation in plan review. Looking ahead, we are expanding our Al capabilities across three key areas:



Conversational Plan Review (LLM Integration)

We are developing natural language interfaces utilizing LLMs to allow plan reviewers and applicants to:

- Ask questions about code issues in plain English
- Receive contextual explanations and suggestions
- Accelerate onboarding for new staff by simplifying complex code navigation



Continuous Learning from Real Reviews

Our system is designed to ingest anonymized review comments and issue resolutions over time (with city approval), enabling continuous retraining of our models for:

- Better code interpretation in edge cases
- Adaptive flagging tuned to local reviewer preferences
- Faster issue detection in commonly problematic plan areas



Predictive & Prescriptive Intelligence

As our dataset grows, we will enable:

- Risk scoring for submissions based on likelihood of rejection or delay
- Prescriptive recommendations to applicants for faster approvals
- Trend analysis for department leadership on bottlenecks and common issues

We also monitor developments in open-source LLMs and explore future capabilities in explainable AI, responsible model tuning, and compliance with public-sector transparency standards.



Platform Overview - Integration with Low-Code Platforms

CodeComply.Ai is built with interoperability in mind and is fully compatible with modern low-code and no-code environments. Our platform exposes a robust, well-documented REST API that allows cities to integrate our Al-powered functionality into existing low-code platforms such as Salesforce, OpenGov, or custom-built municipal tools.

This enables:

- Trigger-based automations (e.g., flagging pre-check failures to launch a workflow)
- Data visualization in low-code dashboards
- Embedding AI insights directly into city portals or forms
- Custom integrations with internal permitting systems or CRMs

We are currently working with municipalities to explore lightweight deployment models that allow CodeComply. Ai components—such as pre-check validation, compliance scoring, and issue flagging—to be surfaced through their existing low-code front ends, ensuring faster time-to-value and minimal IT overhead.

Our architecture is designed for flexible integration without vendor lock-in, supporting Boston's vision of a modular, scalable, and citizen-friendly permitting stack.



Platform Overview - Data Security Protocols

- Accredited third-party firms conduct regular penetration testing to maintain the highest standards of cybersecurity and data protection
- Hosted in AWS / Northern Virginia meeting ISO 27001, FedRAMP, SOC1 and SOC2 and more. Access to any subscription or associated data is strictly controlled and can only occur with the express, explicit permission of the user.
- CodeComply.Ai uses an SSL certificate (TLS1.2 minimum, 2048 bit key) to encrypt all customer data in transit. Data is encrypted (using RSA / AES256) for transit both to and from the customer and for any server-to-server communication necessary for the normal functioning of the application. The application uses only private asymmetric keys and prohibits the use of master symmetric keys. Only authenticated users can modify or delete data as specified by the permissions associated with their account.
- All user data, with the exception of original floor plans, is replicated in, and can be restored from, a geo replicated region and data center. All customer content is stored through the terms of the contract and will be deleted upon termination or failure to renew.
- Admin and basic user rights for each user of the platform so that each account can control basic functionality. Admins are able to set automatic time-out for all users, and can deactivate user accounts.
- Maintain a high level of security through our password settings. Passwords are required to be a minimum of 15 characters.
- We offer full support of the use of Multi-Factor Authentication to ensure security is maintained.
- CodeComply.Ai has undergone a SOC2 audit, and our report is available for your review.



Platform Overview - Key Functionalities



Readiness[™] Checks

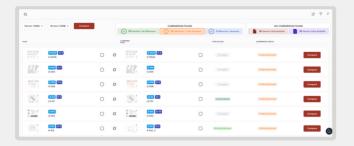
 Detect missing information and initial compliance failures instantly.
 Can be public-facing or used by Intake, Review or all three.





VersionVue™

 Compare new plan submissions against prior versions and create record sets based on approved versions





Compliance Checks

 Al evaluates plans against IBC, IRC, NFPA, ADA and State amendments, while allowing Reviewers to assess results and modify as needed





Platform Overview - Key Functionalities



PlanChat

 Save time searching for information by asking the project any question at any time





$IssueHub^{TM}$

 Manage comments, work out issues with fellow Reviewers, and flag and track all compliance issues in one place





Smart Commenting

 Add comments instantly – choose from your Comment Library or write your own. Comments are tagged with date, time, location, test and relevant code standard



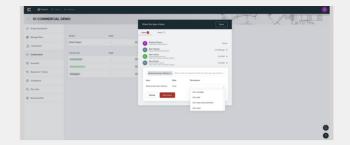


Platform Overview - Key Functionalities



Collaboration

 Seamlessly collaborate with your team, sharing insights and resolving issues quickly





Dashboards

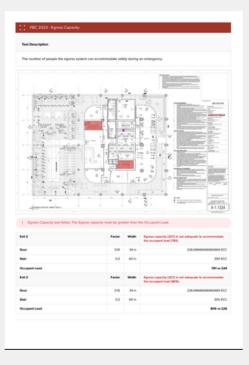
 Monitor project progress and approval stages for each project and organization-wide





Reporting

 Generate detailed, structures comment and deficiency reports that detail each issue, reducing the back-and-forth between review cycles





Platform Overview - Phased Implementation

CodeComply.Al understands that one-size-fits-all doesn't work for everyone, so we offer a high level of flexibility in how communities can get started in the platform. Below are some options and methods we can leverage to help get cities up and running



Phase 1: Pilot Program

- Duration: 3-6 months
- Includes:
 - Full Platform access
 - Onboarding services
 - Full-time customer support
 - Implementation consultation
- Refer to Exhibit 1 Pricing Structure for Pilot Program pricing



Phase 2: Full Deployment

- Can be started with or without a Pilot Program
- Duration: Annual license for lifetime of contract with client
- Includes:
 - Full Platform access and all future upgrades at no additional cost
 - Onboarding services
 - Full-time customer support
 - Implementation consultation
- Refer to Exhibit 1 Pricing Structure for pricing



Phase 3: New or Existing Software Integration

- Can be started prior to, during, or after Full Deployment
- Includes full development support and coordination at no extra cost



Platform Overview - Customer Success

Implementing new software can be tricky, especially with heavy workloads. That's why we've worked hard to ensure that our users have as much support as possible not only as they ramp up, but throughout the lifetime of their contract.



Onboarding

- Duration: 30-45 min, 1x weekly for 4 weeks
- Includes:
 - Training project for each user. loaded into the environment on day 1
 - Step-by-step online training with our Customer Success Manager, showing how to get started as a new user and work through a project
 - Each session is recorded and sent to users along with how-to guides



Embedded Support Tools

- Access Code Academy from inside CodeComply to get answers quick about how to get started, how tests work, and how to report out issues
- Tutorial videos embedded in the platform for easy to follow visuals on how to use all the tools and features







Platform Overview - Customer Success



Personalized support during business hours

Customer Success can be reached by email, phone, and text message. They are available to answer questions, troubleshoot issues, and will serve as the point of contact for any issues. They are responsible for escalating issue with our Development Team, and relay back any updates to clients as soon as they happen. CSMs will arrange teleconference calls as needed to review issues users are having, or send along video tutorials specific to the user's needs via email. Response times are quick: usually within an hour, but never more than 24 hours (with the exception of weekends and holidays). Additionally, users are welcome to join our weekly "Review Room" to chat live with a CSM as needed.



Siobhan Rivera
Customer Success Manager

siobhan@codecomply.ai

(617)-943-3342





Platform Overview - FAQs

Q: Do you utilize offshore personnel, and how data handled in regard to those personnel?

A: We take customer data security and privacy very seriously. All customer data is hosted on secure, U.S.-based AWS servers. Access to any subscription or associated data is strictly controlled and can only occur with the express, explicit permission of the user.

While we do engage a small number of European-based developers, they operate under a principle of least privilege—meaning they only have access to the minimum data necessary to perform their roles, and cannot access any customer subscription or project unless granted temporary and limited access by the customer themselves.

Additionally, to ensure our users receive knowledgeable and timely support, each of your entities in Texas will be supported by a Customer Success Manager located in Texas with a background in plan review. This ensures our support team has the expertise and local code knowledge needed to provide highly relevant guidance throughout the plan review process.

Q: Can applicants override Al-generated results? Reviewers?

A: Accurate results are incredibly important in Building Plan Review to ensure buildings are safe for occupants. It is for this reason that we don't intend Compliance tests to be public-facing, and our Readiness Checks – which can be public-facing – are not editable for pass or fail. Reviewers are capable of overriding all tests results in Compliance to align with their interpretation of code regulations and their full understanding of the scope of the project.

Q: Are there limitations to the size of files or number of projects the platform can handle?

A: We understand that projects come in all sizes, and that cities need to be able to fully support development in their communities. Therefore, we have no limitations on file size or number of projects a city can test in the platform.



Addenda & Exhibits



REQUEST FOR PROPOSALS

For

Artificial Intelligence-Based Building and Plan Review Software RFP # 2025-059

Sealed proposals will be accepted until 2:00 PM CT, July 11, 2025, and then publicly opened and read aloud thereafter.

CodeComply.AI		
Legal Name of Proposing Firm		
Siobhan Rivera	Customer Success Manager	
Contact Person for This Proposal	Title	
617-943-3342	siobhan@codecomply.ai	
Contact Person Telephone Number	Contact Person E-Mail Address	
5959 Waterford District Drive Suite 200	Miami, FL	33126
Street Address of Principal Place of Business	City/State	Zip
5959 Waterford District Drive Suite 200	Miami, FL	33126
Mailing Address of Principal Place of Business	City/State	Zip
Siobhan Rivera	Customer Success Manager	
Point of Contact for Contract Negotiations	Title	
617-943-3342	siobhan@codecomply.ai	
Point of Contact Telephone Number	Point of Contact Person E-Mail Address	
Acknowledgment of Addenda (initial): #1_SS	#2#3#4#5	

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential/proprietary." All proposals are subject to the Texas Public Information Act.

EXHIBIT 1: CATEGORIES OFFERED AND PRICING PROPOSAL

Select the categories you are offering in your proposal:
☒ Service Category #1: Plan Review Software
☒ Service Category #2: Other Ancillary Goods or Services (List Below)
Remote setup of software including creation of user environment pre-loaded with Comment Library, Custom Readiness Checks
Virtual or In-Person Staff Training
Continuous product update, improvement and enhancement and customer support
Catalog Submission
Responding Offerors must submit a current catalog for the goods or services proposed under each applicable category. Catalogs must be provided electronically, either as an excel document, PDF document or via a web link, and must include searchable pricing information. Hard copy catalogs will not be accepted. Catalogs <i>do not</i> count toward the proposal page limit.
Catalog pricing may include percentage discounts, fixed unit pricing, or tiered pricing based on quantity. Only goods or services listed in the submitted catalog will be eligible for sale under any awarded contract category.
Catalog Submission Format – Check One:
X Excel or PDF Catalog Attached
☐ Web Link to Catalog:
Pricing Submission Requirements Respondents must provide a pricing model in accordance with the guidance in Section 5.12, clearly indicating whether the pricing is based on Discount Pricing or Fixed Pricing. Pricing must be clearly delineated for both Service Category 1 and Service Category 2.
Label your pricing proposal as "Exhibit 1 – Pricing" and use as many pages as necessary. The completed Exhibit 1, along with all proposed pricing, must be submitted within Bidnet Envelope 2 - Pricing.

S§S
This page does not count toward the proposal page limit.

Important Note: This RFP is not tied to any specific project at this time. The purpose is to secure pricing for potential future use by public sector entities. Respondents are encouraged to provide pricing models that are as descriptive and flexible

as possible to accommodate the varied needs of potential users.

EXHIBIT 2: SERVICE DESIGNATION AREAS

	Texas Se	ervice Area D	esignation or Identif	ication	
Proposing Firm Name:	CodeComply.Al				
Notes:	Indicate in the appropriate b	ox whether you a	re proposing to service the	e entire state of Texas	
	Will service the entire state of	Texas	Will not service the entire	state of Texas	
	Yes				
	If you are not proposing to se that you are proposing to pro are certifying that you are wi	ovide goods and/o	or services to. By designati	ng a region or regions, you	
Item	Region	Metrop	olitan Statistical Areas	Designated Service Area	
1.	North Central Texas		nties in the Dallas-Fort letropolitan area		
2.	High Plains	Amarillo Lubbock			
3.	Northwest	Abilene Wichita	Falls		
4.	Upper East	Longvie Texarkar Tyler	w na, TX-AR Metro Area		
5.	Southeast	Beaumoi	nt-Port Arthur		
6.	Gulf Coast	Houston- Sugar La	-The Woodlands- and		
7.	Central Texas	College Killeen-T	Station-Bryan Femple		
8.	Capital Texas	Austin-R	ound Rock		
9.	Alamo	San A Victoria	Antonio-New Braunfels		
10.	South Texas	Corpus Laredo	rille-Harlingen Christi -Edinburg-Mission		
11.	West Texas	Midland Odessa San Ang	-		
12.	Upper Rio Grande	El Paso			

(Exhibit 2 continued)

	Natio	onwide Service Area D	esignation or Identification For	m
Proposing Firm Name:				
Notes:		<u> </u>	re proposing to provide service to all Fift	ty (50) States.
	Will service all fif	fty (50) states	Will not service fifty (50) states	
	Yes			
	that you will prowilling and able to	ovide service to. By designat to provide the proposed good	50) states, then designate on the form being a state or states, you are certifying s and services in those states. The region, metropolitan statistical area (Mariate column box.	that you are
Item	State	Re	gion/MSA/City	Designated
		(write "ALL" if pr	roposing to service entire state)	as a Service Area
1.	Alabama			
2.	Alaska			
3.	Arizona			
4.	Arkansas			
5.	California			
6.	Colorado			
7.	Connecticut			
8.	Delaware			
9.	Florida			
10.	Georgia			
11.	Hawaii			
12.	Idaho			
13.	Illinois			
14.	Indiana			
15.	Iowa			
16.	Kansas			
17.	Kentucky			
18.	Louisiana			
19.	Maine			

20.	Maryland	
21.	Massachusetts	
22.	Michigan	
23.	Minnesota	
24.	Mississippi	
25.	Missouri	
26.	Montana	
27.	Nebraska	
28.	Nevada	
29.	New Hampshire	
30.	New Jersey	
31.	New Mexico	
32.	New York	
33.	North Carolina	
34.	North Dakota	
35.	Ohio	
36.	Oregon	
37.	Oklahoma	
38.	Pennsylvania	
39.	Rhode Island	
40.	South Carolina	
41.	South Dakota	
42.	Tennessee	
43.	Texas	
44.	Utah	
45.	Vermont	
46.	Virginia	
47.	Washington	
48.	West Virginia	
49.	Wisconsin	
50.	Wyoming	
<u> </u>	E 1 (F 11'/2	



Exhibit 1 - Pricing

CODECOMPLY.AI PRICING STRUCTURE

Full User Licenses

Number of Licenses	Cost/Year (total)	Cost/Quarter (total).	Discount (per user)
1	\$3,000	\$750	0%
2	\$4,500	\$1,125	25%
3	\$6,750	\$1,688	25%
4	\$9,000	\$2,250	25%
5	\$7,500	\$1,875	50%
6	\$9,000	\$2,250	50%
7	\$10,500	\$2,625	50%
8	\$12,000	\$3,000	50%
9	\$13,500	\$3,375	50%
10	\$15,000	\$3,750	50%
11	\$11,000	\$2,750	66%
12	\$12,000	\$3,000	66%
13	\$13,000	\$3,250	66%
14	\$14,000	\$3,500	66%
15	\$15,000	\$3,750	66%
16	\$16,000	\$4,000	66%
17	\$17,000	\$4,250	66%
18	\$18,000	\$4,500	66%
19	\$19,000	\$4,750	66%
20	\$20,000	\$5,000	66%

Comment-Only Licenses: One (1) Comment-Only License is provided for every Full License free of charge Additional Comment-Only Licenses can be requested at any time

ATTACHMENT I: INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

Compliance with the NCTCOG Standard Terms and Conditions

By signing its submission, Offeror acknowledges that it has read, understands and agrees to comply with the NCTCOG standard terms and conditions.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 2.2 - General Terms and Conditions.

Name of Organization/Contractor(s):	
CodeComply.AI	
Signature of Authorized Representative:	
Date: June 10, 2025	

ATTACHMENT II: CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

_			_		_		
I also certify that I have r as stated; and furthermore							
President		the corporation, p					
offeror and respondent h							
Council of Governments,	on behalf of said	l offeror by autho	rity of its gover	ning bod	y.		
Name of Organization/C	ontractor(s):						
CodeComply.AI							
				_			
Signature of Authorized	Representative:						
Dato Mugh	_			_			
0							
Date: July 10, 2025							

ATTACHMENT III: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
- 3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
- 4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):	
CodeComply.Al	
Signature of Authorized Representative:	
Date: July 10,2025	

ATTACHMENT IV: RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to <u>include</u> profits from any federal action), which would be prohibited if paid for with appropriated funds.

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge or belief, that:

- 1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):
CodeComply.AI
Signature of Authorized Representative:
Date: July 10,2025

ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION

The CodeComply.Al (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the CodeComply.Al (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE
This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).
The undersigned subcontractor certifies it will provide a drug-free workplace by:
Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;
Providing each employee with a copy of the subcontractor's policy Proposal;
Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;
Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,
Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.
Name of Organization/Contractor(s):
CodeComply.Al
Signature of Authorized Representative:
Vato Muyla
Date: July 10,2025

ATTACHMENT VI: DISCLOSURE OF CONFLICT OF INTEREST CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

The undersigned certifies that, to the best of his or her knowledge or belief, that:

"No employee of the contractor, no member of the contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents".

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Traine of organization contractor(s).
CodeComply.AI
Signature of Authorized Representative:
Dato Mugh
0
Date: July 10,2025

Name of Organization/Contractor(s):

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government offic officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or lift other than investment income, from the vendor?	n the local government officer. In additional pages to this Form
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable is local governmental entity? Yes No	
Describe each employment or business relationship that the vendor named in Section 1 months of the relationship with respect to which the local government officer serves as an of ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	
7	
Signature of vendor doing business with the governmental entity	ate

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals
 or bids, correspondence, or another writing related to a potential contract with the local
 governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):	
CodeComply.AI	
Signature of Authorized Representative:	
Date: July 10,2025	

ATTACHMENT VIII: CERTIFICATION OF GOOD STANDING TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

	11 2	1	
X	The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchis tax payments to the State of Texas.		
	The Corporation is taxes to the State of	•	t corporation or is otherwise not subject to payment of franchise
Type of Business (if not corporation):			Sole Proprietor
			Partnership
		X	Other
	*		act, the North Central Texas Council of Governments e franchise tax payments.
Patrick Hughes, Pres	ident		
(Printed/Typed Name	and Title of Authorize	d Represent	tative)
batos Muyly			
Signature			
Date: July 10,2025			

ATTACHMENT IX: HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process.

NCTCOG recognizes the certifications of most agencies. HUB vendors <u>must</u> submit a copy of their certification for consideration during the evaluation of their proposal. Please attach the copy to this form. This applies only to the Offeror and not a subcontractor.

Texas vendors who are not currently certified are encouraged to contact either the Texas United Certification Program, State of Texas HUB Program, or the North Central Texas Regional Certification Agency, among others. Contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
http://www.window.state.tx.us/procurement/prog/hub/

North Central Texas Regional Certification Agency 624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
http://www.nctrca.org/certification.html

Texas United Certification Program USDOT website at https://www.transportation.gov/DBE

You must include a copy of your certification document as part of this solicitation to receive points in the evaluation.

Vendor to Sign Below to Attest to Validity of Certification:			
Vendor Name			
Authorized Signature			
Typed Name	Date		

ATTACHMENT X: NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country. The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

applicable regulations in Public Law 115-232 Section	es that it does comply with the requirements of 2 CFR §200.216 and §200.4/1, n 889.
SIGNATURE OF AUTHORIZED PERSON:	bato Muyla
NAME OF AUTHORIZED PERSON:	Patrick Hughes
NAME OF COMPANY:	CodeComply.AI
DATE:	July 10,2025
	-OR-
	that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or alations in Public Law 115-232 Section 889.
SIGNATURE OF AUTHORIZED PERSON:	
NAME OF AUTHORIZED PERSON:	
NAME OF COMPANY:	
DATE:	

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☑ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274,

	Subtitle F, Title 10.	
SIGNATURE OF AUTHORIZED PERSON:	Pato Meyla	
NAME OF AUTHORIZED PERSON:	Patrick Hughes	
NAME OF COMPANY:	CodeComply.Al	
DATE:	June 10, 2025	
☐ The Contractor or Subrecipient hereby c	ertifies that it cannot comply with the requirements of Chapter 22' Subtitle F, Title 10.	74,
SIGNATURE OF AUTHORIZED		
PERSON:	<u> </u>	
NAME OF AUTHORIZED PERSON:	<u> </u>	
NAME OF COMPANY:		
DATE:		

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuelbased energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☐ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:	Pato Muyla	
NAME OF AUTHORIZED PERSON:	Patrick Hughes	
NAME OF COMPANY:	CodeComply.AI	
DATE:	July 10,2025	
	-OR-	
☐ The Contractor or Subrecipient hereb Subtitle A, Title 8.	y certifies that it cannot comply with the requirements of	f Chapter 809
SIGNATURE OF AUTHORIZED PERSON:		
NAME OF AUTHORIZED PERSON:		_
NAME OF COMPANY:		_
DATE:		_